

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Patricia Dukenfield,

Plaintiff,

COMPLAINT

v.

Standard Insurance Company,
a subsidiary of StanCorp Financial Group

Defendant.

The Plaintiff in the above entitled action, as and for her Complaint against the above-named Defendant, states and alleges as follows:

NATURE OF ACTION, JURISDICTION, PARTIES AND VENUE

1. The present action is a claim for long-term disability benefits and arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* (ERISA).
2. Plaintiff, Patricia Dukenfield, is an individual who, at all times relevant, resided in the County of Hennepin, State of Minnesota. At all times relevant hereto, Plaintiff was an employee of UnitedHealth Group.
3. At all times relevant hereto, through her employment, Plaintiff was a participant in the group long-term disability insurance policy 643980 (Policy and/or Plan) issued by Standard Insurance Company (Standard). Standard has solely handled the administration of Plaintiff's claim.

4. As this action involves an employee benefit plan governed by ERISA, this Court has jurisdiction of this matter pursuant to 29 U.S.C. § 1132(e)(1).

5. Defendant, Standard, is a corporation domiciled in Oregon, which conducts and transacts insurance business within the State of Minnesota. Standard is not registered as a foreign corporation with the Minnesota Secretary of State's office and has no agent for service of process appointed in the State of Minnesota other than as stated in this paragraph (Standard is licensed by the Minnesota Department of Commerce to conduct insurance business in the State of Minnesota). The current mailing address of Standard's principal office as registered with the Minnesota Department of Commerce, as well as listed in the applicable policy is:

Standard Insurance Company
P.O. Box 711
Portland, OR 97207-0711

RECITATION OF FACTS

6. At all times relevant hereto, Plaintiff was employed by UnitedHealth Group as a Registered Nurse.

7. Through her employment, Plaintiff was a participant in group policy 643980.

8. On July 3, 2017, Plaintiff was caused to cease working due to adverse health conditions. It is the opinion of her medical providers that she was and is unable to perform the material and substantial duties of her own or any occupation as defined in the Plan.

9. Defendant denied Plaintiff's application for long-term disability benefits via letter dated March 15, 2018.

10. Plaintiff timely appealed the adverse benefit determination.
11. Via letter dated February 19, 2019, Plaintiff was informed that the original decision to deny her long-term disability benefit claim was being upheld.
12. Within that same letter, Plaintiff was informed that she had exhausted her administrative remedies under the Policy and had the right to bring a lawsuit.
13. The letter failed to provide notice of Plaintiff's ERISA rights and failed to provide the applicable statute of limitations.

**CLAIM FOR RECOVERY OF BENEFITS AND ENFORCEMENT OF
PLAINTIFF'S RIGHTS UNDER ERISA**

14. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding Paragraphs.
15. Defendant has violated the clear and unambiguous terms of the applicable Policy, ERISA and applicable regulations in ignoring the facts of Plaintiff's case and adverse health conditions as a whole, and in denying Plaintiff's claims for long-term disability benefits.
16. As a proximate result of Defendant's violation of ERISA, applicable regulations and the terms of the Policy, Plaintiff has been harmed and deprived of benefits due under the terms of the Policy.
17. Plaintiff is entitled to legal and equitable relief as a result of Defendant's violations of ERISA, applicable regulations and the terms of the Policy, including, but not limited to payment of long-term disability benefits wrongfully denied under the terms of the Policy,

together with appropriate interest; and, an order for all other appropriate relief including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant for an Order from the Court determining that Defendant's decision to deny long-term disability benefits was in violation of the Policy and applicable law, and for the sum of her past long-term disability benefits as provided in the Policy, as well as future benefits so long as she remains disabled in accordance with the terms of the Policy, together with interest, penalties, attorneys' fees, costs and disbursements in this action, as well as other equitable relief and penalties pursuant to ERISA and otherwise as provided by law.

Dated this 27th day of June, 2019.

BEEDEM LAW OFFICE

s/ Alesia R. Strand

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